

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 80 | |
|--|-----------------------------------|--|--|--|----------|--|------------|
| 2. CONTRACT NUMBER | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER SA7081-09-Q-8003 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME DOLLIE SKELLINGTON | | b. TELEPHONE NUMBER (No collect calls) 808 473-4055 | | 8. OFFER DUE DATE / LOCAL TIME | |
| 9. ISSUED BY FAX: 808 473 2604 DOCUMENT AUTOMATION/PRODUCTION SVCS DAPS PACIFIC-HAWAII CONTRACTING DIV 1025 QUINCY AVE., STE 200 PEARL HARBOR HI 96860 4512 | | CODE SA7081 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NIACS: 532420 SIZE STANDARD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SHIP TO LOCATION IN DESCRIPTION | | CODE | | 16. ADMINISTERED BY DOCUMENT AUTOMATION/PRODUCTION SVCS DAPS PACIFIC-HAWAII CONTRACTING DIV 1025 QUINCY AVE., STE 200 PEARL HARBOR HI 96860 4512 CONTACT: DOLLIE SKELLINGTON 808 473-4055 | | CODE SA7081 | |
| 17a. CONTRACTOR / OFFEROR | | CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY | |
| TELEPHONE NO. | | CODE | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| SEE ADDENDUM (Attach Additional Sheets as Necessary) | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. 28a. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> DATED <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | | | | |
| 30a. SIGNATURE OF OFFEROR / CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | 31c. DATE SIGNED | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | | | 33. SHIP NUMBER PARTIAL FINAL | | 34. VOUCHER NUMBER | |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE | | 32c. DATE | | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | | 42a. RECEIVED BY (Print) | |
| 42b. RECEIVED AT (Location) | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS | | 40. PAID BY | |

CONTINUATION SHEET

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THE DAPS PACIFIC OFFICE GROUP SEEKS TO ENTER INTO A (48) MONTH CONTRACT. THE CONTRACT ARE FOR NEW EQUIPMENT, FULL SERVICE MAINTENANCE, ALL CONSUMABLE SUPPLIES (EXCLUDING PAPER), KEY OPERATOR TRAINING, NETWORKING FUNCTIONALITY, SECURITY ACCREDITATION ALONG WITH TECHNICAL AND NAVY MARINE CORPS INTRANET (NMCI) CERTIFICATION, NIPRNET OR SIPRNET NETWORK INSTALLATION SUPPORT, IF REQUIRED FOR A QUANTITY OF 18 MULTI-FUNCTIONAL DEVICES (MFD'S)/COPIERS.

DAPS INTENDS TO MAKE A SINGLE AWARD AS FOLLOWS:

- * BLACK AND WHITE STANDALONE/NON-NETWORKED - 18 UNITS *
- * BLACK AND WHITE NMCI NETWORKED - UNITS *
- * COLOR STANDALONE/NON-NETWORKED - UNITS *
- * COLOR NMCI NETWORKED - UNITS *

THIS EFFORT IS FOR THE FOLLOWING GEOGRAPHIC AREAS:

- * PSNS, YOKOSUKA JAPAN NAVAL SHIPYARD *

NOTE:

THE PSNS, YOKOSUKA JAPAN NAVAL SHIPYARD COPIER LOCATIONS ARE LISTED IN THE STATEMENT OF WORK (SOW) AND MADE A PART OF THIS SOLICITATION

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|---|----------|-------|------------|--------|
| 0001 | BASE YEAR - FY 2009 YEAR 1 PERIOD OF PERFORMANCE: 01 DEC 2008 - 30 SEP 2009 48-MONTH COTERMINOUS FLAT RATE FIXED PRICE BEST VALUE LEASE. VB-1 (QUANTITY = 8 EA LOW VOLUME BAND) 1A = BLACK AND WHITE STANDALONE/NON-NETWORKED DEVICES VB-1 = LOW VOLUME BLACK & WHITE OR FULL COLOR COLOR DEVICES/MFD'S: ----- 1-5,000 COPIES PER MONTH. MINIMUM 25 COPIES PER MINUTE (CPM) COLOR AND 35 CPM BLACK AND WHITE, 600 DPI OR GREATER WITH COLLATING AND STAPLE FINISHING CAPABILITIES (APPLIES TO ALL VOLUME BAND 1 REQUIREMENTS). MFR: LOW VOLUME BAND PART NUMBER: VR1+1A PERFORMANCE PERIOD: MARK FOR: (PSNS) YOKOSUKA JAPAN REQN: | 10 | .0 MO | | |

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NAME OF OFFEROR OR CONTRACTOR

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|-------------------|----------|------|------------|--------|
|------|-------------------|----------|------|------------|--------|

| | | | | | |
|------|---|----|----|--|--|
| 0002 | BASE YEAR - FY 2009 YEAR 1 PERIOD OF PERFORMANCE: 01 DEC 2008 - 30 SEP 2009 | 10 | MO | | |
|------|---|----|----|--|--|

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-2 = QUANTITY 8 EA MEDIUM VOLUME BAND

2A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICEVB-2 = MEDIUM VOLUME BLACK & WHITE OR
FULL COLOR COLOR:-----
5,001-15,000 COPIES PER MONTH. MINIMUM
35 COPIES PER MINUTE (CPM) OR GREATER,
600 DPI OR GREATER WITH COLLATING AND
STAPLE FINISHING CAPABILITIES (APPLIES
TO ALL VOLUME BAND 2 REQUIREMENTS).MFR: MEDIUM VOLUME BAND PART NUMBER: VB2+2A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|-------------------|----------|------|------------|--------|
|------|-------------------|----------|------|------------|--------|

| | | | | | |
|------|---|----|----|--|--|
| 0003 | BASE YEAR - FY 2009 YEAR 1 PERIOD OF PERFORMANCE: 01 DEC 2008 - 30 SEP 2009 | 10 | MO | | |
|------|---|----|----|--|--|

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-3 (QUANTITY = 2 EA HIGH VOLUME BAND)

3A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICESVB-3 = HIGH VOLUME BLACK & WHITE OR FULL
COLOR COLOR STANDALONE/NETWORKED/
NON-NETWORKED:-----
15,001-30,000 PAGES PER MONTH. MINIMUM
45 COPIES PER MINUTE (CPM) OR GREATER
BLACK & WHITE AND 35 CPM OR GREATER
COLOR, 600 TO 1200 DPI OR GREATER
(APPLIES TO ALL VOLUME BAND 3
REQUIREMENTS).

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ITEM 0003 (CONTINUED)

MFR: HIGH VOLUME BAND PART NUMBER: VB3+3A
PERFORMANCE PERIOD FROM
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|---|----------|------|------------|--------|
| 1001 | FISCAL YEAR - FY 2010 YEAR 2 PERIOD OF PERFORMANCE: 01 OCT 2009 - 30 SEP 2010 | 12.0 | MO | | |

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-1 (QUANTITY = 8 EA LOW VOLUME BAND)

1A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICES

VB-1 = LOW VOLUME BLACK & WHITE OR FULL
COLOR COLOR DEVICES/MFD'S:

1-5,000 COPIES PER MONTH. MINIMUM 25
COPIES PER MINUTE (CPM) COLOR AND 35 CPM
BLACK AND WHITE, 600 DPI OR GREATER WITH
COLLATING AND STAPLE FINISHING
CAPABILITIES (APPLIES TO ALL VOLUME BAND
1 REQUIREMENTS).

MFR: LOW VOLUME BAND PART NUMBER: VB1+1A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|---|----------|------|------------|--------|
| 1002 | FISCAL YEAR - FY 2010 YEAR 2 PERIOD OF PERFORMANCE: 01 OCT 2009 - 30 SEP 2010 | 12.0 | MO | | |

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-2 = QUANTITY 8 EA MEDIUM VOLUME BAND

2A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICE

VB-2 = MEDIUM VOLUME BLACK & WHITE OR

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ITEM 1002 (CONTINUED)
FULL COLOR COLOR:

5,001-15,000 COPIES PER MONTH. MINIMUM
35 COPIES PER MINUTE (CPM) OR GREATER,
600 DPI OR GREATER WITH COLLATING AND
STAPLE FINISHING CAPABILITIES (APPLIES
TO ALL VOLUME BAND 2 REQUIREMENTS).

MFR: MEDIUM VOLUME BAND PART NUMBER: VB2+2A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY UNIT | UNIT PRICE | AMOUNT |
|------|---|---------------|------------|--------|
| 1003 | FISCAL YEAR - FY 2010 YEAR 2 PERIOD OF PERFORMANCE: 01 OCT 2009 - 30 SEP 2010 | 12.0 MO | | |

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-3 (QUANTITY = 2 EA HIGH VOLUME BAND)

3A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICES

VB-3 = HIGH VOLUME BLACK & WHITE OR FULL
COLOR COLOR STANDALONE/NETWORKED/
NON-NETWORKED:

15,001-30,000 PAGES PER MONTH. MINIMUM
45 COPIES PER MINUTE (CPM) OR GREATER
BLACK & WHITE AND 35 CPM OR GREATER
COLOR, 600 TO 1200 DPI OR GREATER
(APPLIES TO ALL VOLUME BAND 3
REQUIREMENTS).

MFR: HIGH VOLUME BAND PART NUMBER: VB3+3A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY UNIT | UNIT PRICE | AMOUNT |
|------|---|---------------|------------|--------|
| 2001 | FISCAL YEAR - FY 2011 YEAR 3 PERIOD OF PERFORMANCE: 01 OCT 2010 - 30 SEP 2011 | 12.0 MO | | |

48-MONTH COTERMINOUS FLAT RATE FIXED

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ITEM 2001 (CONTINUED)

PRICE BEST VALUE LEASE.

VB-1 (QUANTITY = 8 EA LOW VOLUME BAND)

1A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICESVB-1 = LOW VOLUME BLACK & WHITE OR FULL
COLOR COLOR DEVICES/MFD'S:-----
1-5,000 COPIES PER MONTH. MINIMUM 25
COPIES PER MINUTE (CPM) COLOR AND 35 CPM
BLACK AND WHITE, 600 DPI OR GREATER WITH
COLLATING AND STAPLE FINISHING
CAPABILITIES (APPLIES TO ALL VOLUME BAND
1 REQUIREMENTS)..MFR: LOW VOLUME BAND PART NUMBER: VB1+1A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|-------------------|----------|------|------------|--------|
|------|-------------------|----------|------|------------|--------|

| | | | | | |
|------|---|------|----|--|--|
| 2002 | FISCAL YEAR - FY 2011 YEAR 3 PERIOD OF PERFORMANCE: 01 OCT 2010 - 30 SEP 2011 | 12.0 | MO | | |
|------|---|------|----|--|--|

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-2 = QUANTITY 8 EA MEDIUM VOLUME BAND

2A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICEVB-2 = MEDIUM VOLUME BLACK & WHITE OR
FULL COLOR COLOR:-----
5,001-15,000 COPIES PER MONTH. MINIMUM
35 COPIES PER MINUTE (CPM) OR GREATER,
600 DPI OR GREATER WITH COLLATING AND
STAPLE FINISHING CAPABILITIES (APPLIES
TO ALL VOLUME BAND 2 REQUIREMENTS).MFR: MEDIUM VOLUME BAND PART NUMBER: VB2+2A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

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| ITEM | SUPPLIES/SERVICES | QUANTITY UNIT | UNIT PRICE | AMOUNT |
|------|---|---------------|------------|--------|
| 2003 | <p>FISCAL YEAR - FY 2011 YEAR 3</p> <p>PERIOD OF PERFORMANCE:</p> <p>01 OCT 2010 - 30 SEP 2011</p> <p>48-MONTH COTERMINOUS FLAT RATE FIXED PRICE BEST VALUE LEASE.</p> <p>VB-3 (QUANTITY = 2 EA HIGH VOLUME BAND)</p> <p>3A = BLACK AND WHITE STANDALONE/NON-NETWORKED DEVICES</p> <p>VB-3 = HIGH VOLUME BLACK & WHITE OR FULL COLOR COLOR STANDALONE/NETWORKED/NON-NETWORKED:</p> <p>-----</p> <p>15,001-30,000 PAGES PER MONTH. MINIMUM 45 COPIES PER MINUTE (CPM) OR GREATER BLACK & WHITE AND 35 CPM OR GREATER COLOR, 600 TO 1200 DPI OR GREATER (APPLIES TO ALL VOLUME BAND 3 REQUIREMENTS).</p> <p>MFR: HIGH VOLUME BANDS PART NUMBER: VB3+3A PERFORMANCE PERIOD</p> <p>MARK FOR: (PSNS) YOKOSUKA JAPAN</p> <p>REQN:</p> | 12.0 MO | | |
| 3001 | <p>FISCAL YEAR - FY 2012 YEAR 4</p> <p>PERIOD OF PERFORMANCE:</p> <p>01 OCT 2011 - 30 SEP 2012</p> <p>48-MONTH COTERMINOUS FLAT RATE FIXED PRICE BEST VALUE LEASE.</p> <p>VB-1 (QUANTITY = 8 EA LOW VOLUME BAND)</p> <p>1A = BLACK AND WHITE STANDALONE/NON-NETWORKED DEVICES</p> <p>VB-1 = LOW VOLUME BLACK & WHITE OR FULL COLOR COLOR DEVICES/MFD'S:</p> <p>-----</p> <p>1-5,000 COPIES PER MONTH. MINIMUM 25 COPIES PER MINUTE (CPM) COLOR AND 35 CPM BLACK AND WHITE, 600 DPI OR GREATER WITH COLLATING AND STAPLE FINISHING CAPABILITIES (APPLIES TO ALL VOLUME BAND</p> | 12.0 MO | | |

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ITEM 3001 (CONTINUED) 1 REQUIREMENTS).

MFR: LOW VOLUME BAND PART NUMBER: VB1+1A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|---|----------|------|------------|--------|
| 3002 | FISCAL YEAR - FY 2012 YEAR 4 PERIOD OF PERFORMANCE: 01 OCT 2011 - 30 SEP 2012 | 12.0 | MO | | |

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-2 = QUANTITY 8 EA MEDIUM VOLUME BAND

2A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICE

VB-2 = MEDIUM VOLUME BLACK & WHITE OR
FULL COLOR COLOR:

5,001-15,000 COPIES PER MONTH. MINIMUM
35 COPIES PER MINUTE (CPM) OR GREATER,
600 DPI OR GREATER WITH COLLATING AND
STAPLE FINISHING CAPABILITIES (APPLIES
TO ALL VOLUME BAND 2 REQUIREMENTS).

MFR: MEDIUM VOLUME BAND PART NUMBER: VB2+2A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|---|----------|------|------------|--------|
| 3003 | FISCAL YEAR - FY 2012 YEAR 4 PERIOD OF PERFORMANCE: 01 OCT 2011 - 30 SEP 2012 | 12.0 | MO | | |

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-3 (QUANTITY = 2 EA HIGH VOLUME BAND)

3A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICES

VB-3 = HIGH VOLUME BLACK & WHITE OR FULL

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NAME OF OFFEROR OR CONTRACTOR

ITEM 3003 (CONTINUED)

COLOR COLOR STANDALONE/NETWORKED/
NON-NETWORKED:

15,001-30,000 PAGES PER MONTH. MINIMUM
45 COPIES PER MINUTE (CPM) OR GREATER
BLACK & WHITE AND 35 CPM OR GREATER
COLOR, 600 TO 1200 DPI OR GREATER
(APPLIES TO ALL VOLUME BAND 3
REQUIREMENTS).

MFR: HIGH VOLUME BANDS PART NUMBER: VB3+3A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|--|----------|------|------------|--------|
| 4001 | FISCAL YEAR - FY 2013 YEAR 5 PERIOD OF PERFORMANCE: 01 OCT 2012 - 30 NOV 2012 48-MONTH COTERMINOUS FLAT RATE FIXED PRICE BEST VALUE LEASE. VB-1 (QUANTITY = 8 EA LOW VOLUME BAND) 1A = BLACK AND WHITE STANDALONE/NON-NETWORKED DEVICES VB-1 = LOW VOLUME BLACK & WHITE OR FULL COLOR COLOR DEVICES/MFD'S: ----- 1-5,000 COPIES PER MONTH. MINIMUM 25 COPIES PER MINUTE (CPM) COLOR AND 35 CPM BLACK AND WHITE, 600 DPI OR GREATER WITH COLLATING AND STAPLE FINISHING CAPABILITIES (APPLIES TO ALL VOLUME BAND 1 REQUIREMENTS). MFR: LOW VOLUME BAND PART NUMBER: VB1+1A PERFORMANCE PERIOD MARK FOR: (PSNS) YOKOSUKA JAPAN REQN: | 2 | MO | | |
| 4002 | FISCAL YEAR - FY 2013 YEAR 5 PERIOD OF PERFORMANCE: 01 OCT 2012 - 30 NOV 2012 | 2 | MO | | |

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ITEM 4002 (CONTINUED)48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-2 = QUANTITY 8 EA MEDIUM VOLUME BAND

2A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICEVB-2 = MEDIUM VOLUME BLACK & WHITE OR
FULL COLOR COLOR:-----
5,001-15,000 COPIES PER MONTH. MINIMUM
35 COPIES PER MINUTE (CPM) OR GREATER,
600 DPI OR GREATER WITH COLLATING AND
STAPLE FINISHING CAPABILITIES (APPLIES
TO ALL VOLUME BAND 2 REQUIREMENTS).MFR: MEDIUM VOLUME BAND PART NUMBER: VB2+2A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN
REQN:

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|-------------------|----------|------|------------|--------|
|------|-------------------|----------|------|------------|--------|

| | | | | | |
|------|------------------------------|---|----|--|--|
| 4003 | FISCAL YEAR - FY 2013 YEAR 5 | 2 | MO | | |
|------|------------------------------|---|----|--|--|

PERIOD OF PERFORMANCE:

01 OCT 2012 - 30 NOV 2012

48-MONTH COTERMINOUS FLAT RATE FIXED
PRICE BEST VALUE LEASE.

VB-3 (QUANTITY = 2 EA HIGH VOLUME BAND)

3A = BLACK AND WHITE
STANDALONE/NON-NETWORKED DEVICESVB-3 = HIGH VOLUME BLACK & WHITE OR FULL
COLOR COLOR STANDALONE/NETWORKED/
NON-NETWORKED:-----
15,001-30,000 PAGES PER MONTH. MINIMUM
45 COPIES PER MINUTE (CPM) OR GREATER
BLACK & WHITE AND 35 CPM OR GREATER
COLOR, 600 TO 1200 DPI OR GREATER
(APPLIES TO ALL VOLUME BAND 3
REQUIREMENTS).MFR: HIGH VOLUME BANDS PART NUMBER: VB3+3A
PERFORMANCE PERIOD
MARK FOR: (PSNS) YOKOSUKA JAPAN

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NAME OF OFFEROR OR CONTRACTOR

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ITEM 4003 (CONTINUED)

REQN:

OPTION FOR INCREASED QUANTITY

THE GOVERNMENT MAY INCREASE THE QUANTITY OF EQUIPMENT AND ASSOICATED SERVICES CALLED FOR IN THIS STATEMENT OF WORK (SOW) AT THE QUOTED/AWARDED UNIT PRICE SPECIFIED BY UP TO 50% PER VOLUME BAND DURING THE LIFE OF THE CONTRACT. THE CONTRACTING OFFICER MAY EXERCISE THE OPTON BY WRITTEN MODIFICATION TO THE CONTRACT

NUMBER OF PAGES PRINTED: 11

**Navy/Marine Corps
Statement of Work (SOW)
Document Automation & Production Service (DAPS)**

The DAPS Pacific Office Group seeks to enter into (48) month contracts. The contracts are for new equipment, full service maintenance, all consumable supplies (excluding paper), key operator training, networking functionality, security accreditation along with technical and Navy Marine Corps Intranet (NMCI) certification, NIPRNET or SIPRNET network installation support, if required for a quantity of 18 Multi-Functional Devices (MFDs)/copiers.

DAPS intends to make a single award as follows:

- **Black and White Standalone/Non-Networked - 18 Units**
- **Black and White NMCI Networked - Units**
- **Color Standalone/Non-Networked - Units**
- **Color NMCI Networked - Units**

This effort is for the following geographic areas:

PSNS, Yokosuka Japan Naval Shipyard

C -- Description/specifications

PERFORMANCE BASED WORK AND SPECIFICATIONS

I. QUANTITIES

| Volume Band | Description | Quantities |
|-------------|--|------------|
| VB-1 | Low Volume Black and White or full Color Device/MFD's: 1 – 5,000 - copies per month. Minimum 25 Copies Per Minute (CPM) color and 35 CPM, Black and White, 600 DPI or greater with collating and staple finishing capabilities (applies to all volume band 1 requirements below) | |
| 1A | Black and white <i>standalone/non-networked device</i> | 8 |
| VB-2 | Medium Volume Black and White or Full Color: 5,001 – 15,000 copies per month. Minimum 35 Copies Per Minute (CPM) or greater, 600 DPI or greater with collating and staple finishing capabilities (applies to all volume band 2 requirements). | |
| 2A | Black and white <i>standalone/non-networked device</i> | 8 |
| VB-3 | High Volume Black and White or Full Color Standalone/Networked/Non-Networked: 15,001 – 30,000 pages per month. Minimum 45 Copies Per Minute (CPM) or greater black & white and 35 CPM or greater Color, 600 to 1200 DPI or greater (applies to all volume band 3 requirements). | |
| 3A | Black and white <i>standalone/non-networked device</i> | 2 |
| | TOTAL | 18 |

II. TECHNICAL FACTORS

1.0 Intentionally left blank.

1.1 Intentionally left blank.

2.0 INSTALLATION & REMOVALS. As part of its quoted price, the contractor will:

- 2.1 Install equipment orders during the first 36 months of the contract period. No orders will be placed with the contractor during the last 12 months of the contract with the exception of short term leases. The resulting term balance/pricing will be co-terminus.
- 2.2 Install all equipment at the site specified within a maximum of **thirty (30) calendar days** from receipt of an order from DAPS.
- 2.3 Provide a toll free telephone number(s) to place service maintenance calls and order consumable supplies. The contractor will affix its toll free telephone number(s) on each Multifunctional Device (MFD)/Copier placed on this contract as well as the DAPS EMS sticker. (DAPS will provide the DAPS EMS sticker to the contractor). In addition, the contractor will ensure each MFD/Copier has the manufacturer's name, model number, and machine serial number legibly stamped or affixed to it in a readily accessible location.
- 2.4 Remove all equipment and associated supplies from Government premises within thirty (30) calendar days of contract expiration (or termination) at no additional cost or penalty to the Government. In the case of termination, DAPS will provide the vendor with a final cancelation and removal order depicting each devices serial number, location, local contact phone number and proposed date of removal. Equipment not removed by the contractor within thirty (30) calendar days of the date of notification by DAPS shall be deemed abandoned and subject to such disposal as the Government may deem appropriate.

3.0 TRAINING. As part of its quoted price, the contractor will:

- 3.1 Provide on-site at no additional cost training **within three (3) business days** after installation to key operators. A training schedule will be established prior to equipment delivery and will be noted on the implementation schedule. The training schedule will show training dates and times. Special and remote areas will be provided training at the new copier's location(s).
- 3.2 Upon request, the contractor will provide additional training **within three (3) business days** when there has been a change or turnover of trained personnel.

4.0 MAINTENANCE (Including Operational Standards & Performance). As part of its quoted price, the contractor will:

- 4.1 Maintain all equipment at a minimum 95% monthly available rate based on the 21 standard federal work days in a month. Maintaining the equipment to include preventive maintenance, service calls, repairs, troubleshooting, and connectivity as well as all associated labor and travel.
- 4.2 Provide service technician support Monday through Friday from 8:00 a.m. – 4:30 p.m. local time, except Saturday, Sunday, and Federal Holidays to include: Japanese Holidays and Japanese Business Holidays from 29 December through 03 January.

- 4.2.1 Coordinating access to the listed Federal Installations twenty-four (24) business hours before deliveries are to be made. Contractor must provide a list of all its employees requiring access. This listing is to include individuals' full name, social security number and home address. To be granted access, each individual must have in his/her possession a current official government issued Photo Identification Card such as a State Drivers License and each vehicle must be reported by its vehicle registration.
- 4.2.2 In the case of devices cleared for CLASSIFIED material and/or connected to the SIPRNET, **providing** technicians that hold a security clearance of at least the documented security level of the device for which it is cleared. Repair technicians should, but not required to, have a National Agency Check (NAC) or Department of Defense (DOD) security equal to or higher than the classification of the device.

Note: All contractor personnel will be subjected to an onsite background check that may include fingerprint identification verification. Identification verification will be performed by the responsible customer security officer. These background checks and ID verifications are performed routinely for security reasons, the background check is used to identify and deny access to any persons who have a criminal record over the past seven years, unregistered aliens and illegal immigrants, and individuals with outstanding warrants in any legal jurisdiction with the CONUS.

- 4.3 Respond to **work stoppage situations** within **two (2) business hours of a service call**. A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable service response. The service technician will call the key operator within an hour to discuss service problem and time of arrival. It is estimated that **10%** of situations will be classified as "work stoppage" across the total copier population on a yearly basis.
- 4.4 Respond to **non-work stoppage situations** within **four (4) business hours of a service call**. A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable service response. The service technician will call the key operator within an hour to discuss service problem and time of arrival.
- 4.5 In the case of devices cleared for CLASSIFIED material and those connected to the SIPRNET, Vendors must provide for Technicians that hold a security clearance of at least the documented security level of the device for which it is cleared. Repair technicians should, but not required to, have a National Agency Check (NAC) or Department of Defense (DOD) security equal to or higher than the classification of the device.
- 4.6 Inform the DAPS' Contracting Officer's Representative (COR) within **two (2) business days** of the determination that equipment is non-repairable and provide comparable replacement equipment within **two (2) business days** from receipt of an order from the DAPS Contracting Officer.
- 4.7 Notify the DAPS' COR if maintenance is related to vandalism.

5.0 CONSUMABLE SUPPLIES. As part of its quoted price, the contractor will:

- 5.1 Provide all consumable supplies (including staples) necessary for the operation of the equipment. Paper is excluded as a consumable supply.
- 5.2 Deliver all required consumable supplies to the designated locations listed on the delivery schedule **within two (2) business days** after receipt of an order.

Note: Government space for additional stock or inventory of supplies will not be made available.

6.0 REPORTS. As part of its quoted price, the contractor will:

- 6.1 Provide to the DAPS COR quarterly usage reports in electronic (Microsoft compatible) format on the total and average monthly production volumes by serial number for each machine grouped by contract location.
- 6.2 Submit copier installation reports to the COR **within ten (10) calendar days** after the installation of copiers under this contract. The copier installation reports will include the serial number and location to include room, building number, DAPS' customers name, phone number and email, be signed and dated by the DAPS' customer, and clearly identify the Contact Line Item Number (CLIN) of the order. Installation reports will also be submitted to the DAPS' COR for all replacement copiers and upgrades/downgrades of machines. Failure to provide installation reports may result in rejection of invoice due to inability to properly identify equipment installed under contract.
- 6.3 Make available service history reports containing frequency of service calls, production volume between repairs, type of repairs, parts required, and equipment down to the DAPS' COR as requested.
- 6.4 Provide a monthly summary of training completion by serial number and listing personnel trained.
- 6.5 Maintain an accurate listing of all equipment under contract (model, serial number, location) and provide to the DAPS contracting officer upon request.

7.0 METER READING & BILLING. As part of its quoted price, the contractor will:

- 7.1 Collect and submit to the DAPS' COR meter readings for all machines on a quarterly basis. The quarters are January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. The meter readings will be submitted to the DAPS' COR not later than the 10th day of each of the following months: April, July, September, and January.
- 7.2 Provide once a month in arrears an invoice to the DAPS' COR for payment by the 10th of the following month. If the 10th falls on a Saturday, Sunday, or Federal holiday, then the invoice will be provided no later than the first business day after the 10th. All invoices will be in a digital Microsoft Excel summary format to include; invoice date, invoice number, DAPS order number, location, volume band, model, serial number, and period of performance covered by the invoice (i.e., "bill from" date and "bill to" date).
- 7.3 Provide all monthly invoices to DAPS in both paper copy and electronic format (Microsoft compatible).

8.0 RELOCATION. As part of its quoted price, the contractor will:

- 8.1 Provide at least one (1) relocation per piece of equipment per year. No equipment shall be relocated without an appropriate modification authorization from the DAPS Contracting Officer.

9.0 EQUIPMENT & CONFIGURATIONS. As part of its quoted price, the contractor will:

- 9.1 Provide new or remanufactured equipment that is currently manufactured, and actively marketed. "New" and "remanufactured" equipment is defined IAW FAR 52.211-5. The purchase warranty for the quoter's remanufactured equipment will be identical to the quoter's new equipment purchase warranty. The quoter's remanufactured equipment will also be the same full service maintenance terms and conditions as new manufactured equipment.
- 9.2 Provide equipment that is Section 508 compliant.
- 9.3 Provide equipment that is Health Insurance Portability and Accountability Act (HIPAA) compliant when installed at government medical sites.
- 9.4 Provide equipment with these features:
- a. Volume Bands 2, 3 and 4 will have:
 - 1) A minimum of 250 sheet top tray
 - 2) A minimum 1000 sheet offset stacker tray
 - 3) A multi-position stapler
 - 4) 256 megabytes of document management memory
 - 5) Punching capability (Volume Band 4 only)
 - b. Floor standing with wheels (or cabinets provided as needed)
 - c. Reversing Automatic Document Feeder with at least a minimum 50 page document capacity/
 - d. Automatic Duplexing
 - e. Copy from/to multi-sized materials up to 11 x 17 paper for volume bands 1 and above
 - f. Capable of feeding from 3 paper sources for volume bands 1 and above.
 - g. Must be capable of accepting at least 50% or greater recycled 20 lb paper
 - h. All devices must have a Security Kit
 - i. Fax capabilities shall be present on the volume bands where indicated and activation shall remain an option to be added once a security solution is put in place by NMCI.
- 9.5 Configure MFDs so that the fax function is physically and logically independent of the other functions (scan, copy and print) and of the network controller of the copier. The fax module must be configured to operate in "Facsimile Class 1" mode and only allow connections to/from other fax machines. The ability to connect to a computer modem is not authorized.
- 9.6 Configure MFDs so that they are able to scan a document and save it as a .PDF (group class 3 compression) file for those copiers that this function is requested.
- 9.7 Provide an operator's manual with each copier.
- 9.8 Unique classified copier requirements (if checked):
- ☒ Removable Hard drive
 - ☒ Disk over write

Note: Networked classified devices are only authorized when placed on the SIPRNET.

- 9.8.1 In those instances where a standalone copier or MFD was cleared for use with CLASSIFIED material; the contractor, working with the DAPS COR and designated Marine Corps' Information Assurance (IA) and security personnel, will remove any/all memory chips or cards, hard drives, and other internal parts as deemed prudent by the Marine Corps and surrender them to the Marine Corps for destruction.

- 9.9 All equipment will meet Energy Policy Act of 2005 requirements. All equipment must be Federal Energy Management Program (FEMP)-designated or Energy-Star qualified. Refer to Federal Acquisition Regulation (FAR) Part 23 and Executive Order 13221 requiring federal agencies to purchase products with low standby power.

10.0 NETWORKING FUNCTIONALITY. As part of its quoted price, the contractor will:


- 10.1 Intentionally left blank.
- 10.2 Provide equipment capable of being configured to comply with the Defense Information Systems Agency (DISA) Security Technical Implementation Guide titled **Sharing Peripherals Across the Network (SPAN)**, Version 1, Revision 1 (DISA Field Security Operations, 28 July 2005) developed by DISA for the DoD for all networked equipment.
[A copy of this DISA document is found at <http://iase.disa.mil/stigs/stig/span-stig-v1r1.pdf>.]
- 10.3 Provide a specific digital site survey which will be used to identify network environments and ensure that correct network controllers are installed to meet DAPS' customer requirements for all orders for digital copiers which are to be connected to Local Area Networks (LANs).
- 10.4 Provide technical and system analysis support, and appropriate digital cards/products to successfully connect equipment to DAPS' customer's network.
- 10.5 Provide, upon installation, **two (2) hours** of technical and analyst support to the agency network administrator for each digital/multifunctional unit installed. Support may be requested for the physical and software interface of the controller/copier to the DAPS' customer's network. Support will be provided for network configurations based on agency hardware/software and initial Digital Site Survey provided prior to date of installation.


11.0 NETWORKING SECURITY ISSUES. As part of its quoted price for equipment that will be connected to a DoD local area network, the contractor will:

- 11.1 Configure MFD's installed at U.S. Air Force sites in accordance with the Multi-User Information Systems guidance reference AFI 33-202, *Network and Computer Security and in conjunction with AFSSI 5020 Remanence Security*. [Copies of these Air Force document are found at <http://www.e-publishing.af.mil/shared/media/epubs/AFI33-202V1.pdf> and <http://cryptome.org/afssi5020.htm>.]
- 11.2 Warrant that the equipment will operate on and coexist on a network supporting Internet Protocol Version 4 (IPv4) only, Internet Protocol Version 6 (IPv6) only, or a hybrid of IPv4 and IPv6.

If not initially IPv6 compliant, the contractor will provide a migration path and commitment to upgrade to IPv6 for all application and product features by June 2008, and have available contractor/vendor IPv6 technical support for implementation and fielded product management of equipment. (Reference OMB Memorandum 05-22:
www.whitehouse.gov/omb/memoranda/fy2005/m05-22.pdf)

12.0 ADDITIONAL EXCEPTIONAL REQUIREMENTS. If the box is checked, as part of its quoted price the contractor will provide equipment that:

 12.1 **NIAP:** Has been satisfactorily validated through the National Information Assurance Partnership (NIAP) common criteria validation pursuant to DoD Directive 8500.1 and National Security Telecommunications and Information Systems Security Policy (NSTISSP) Number 11. The Evaluation Assurance Level or EAL required for this solicitation is **EAL () Certification.**

 12.2 **DIACAP:** Is capable of obtaining accreditation through the Department of Defense Information Assurance Certification and Accreditation Process within sixty (60) business days of contract award. If the equipment cannot obtain the full accreditation within the 60 business day period, the contractor will remove the equipment at no additional price to the government and the contractor agrees to waive any and all early or premature discontinuance / termination /cancellation / etc. fees.

[Information regarding DIACAP is found in DoD Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) Instruction 8510.1 dated 10 November 2007. <http://www.dtic.mil/whs/directives/corres/pdf/851001p.pdf>].

 12.3 **CAC:** Uses the DoD Common Access Card (CAC) for user authentication when:




Scanning



Printing

To successfully authenticate a CAC, the machine must be able to 1) validate the Personal Identification Number (PIN), 2) ensure it is using a valid certificate and 3) check the DoD revocation list on networked devices to ensure the CAC has not been revoked.

 12.4 **Reference back to the Statement of Work or Statement of Work Specifications:**
(Example of additional specification - 1B-1, or 1.3 and NIAP Certification)

12.4.1 Section C Paragraph 6.2 Copier Installation Report - in addition to all the information required as stated, also required is the "Contract Number and Contract Modification Number".

12.4.2 Section C Paragraph 9.4 add j. All devices in Volume Band 1A must have volatile memory add k. Two (2) devices in Volume Band 2A must have volatile memory and six (6) devices must have Removable Hard Drives with Data Security Kit add l. All devices in Volume Band 3A must have Removable Hard Drives With Data Security Kit.

13.0 VENDOR PROGRAM MANAGEMENT. As part of its quoted price, the contractor will:

13.1 Assign a single point of contact to coordinate with the DAPS contracting officer and/or DAPS' COR in all aspects of this contract.

III. PRICE RELATED FACTORS. As part of its quoted price, the contractor will:

1.0 FLAT RATE PRICES.

- 1.1 The Government requires Firm-Fixed Price quotes that provide Flat Rate Prices for all supplies and services sought. The term "Flat Rate Prices" means one monthly lease price for each Volume Band or Item throughout all months of the contract. An example of "Flat Rate Prices" is a quote of \$100.00 per month for each Volume Band 1A piece of equipment for all months of the contract. This \$100 price per month does not change throughout the contract period. Additionally, if the Government exercises its option to increase quantity, the price per additional piece of Volume Band 1A equipment will be \$100 per month throughout the contract period.

2.0 OPERATIONAL LEASE.

- 2.1 DAPS intends to enter into an operational lease—not a capital lease. (The capital lease criterion is set forth in the DoD's Federal Management Regulation.) Among other things, this means ownership of equipment will **not** transfer to the government at any time, including at the end of the lease. Quoters must provide lease pricing for leases where, throughout the entire lease, ownership of the equipment remains with the quoter. Quoters must not provide prices for lease-to-own type leases.

3.0 PREMATURE DISCONTINUANCE PROVISIONS.

- 3.1 GSA Schedule 36 provides that premature termination charges are waived for equipment that is removed because the end user (as set forth on the implementation schedule) is abolished or disestablished or because sufficient funds have not been appropriated to continue the contracts. For the purposes of this RFQ, DAPS also seeks to avoid premature termination charges when the equipment is removed or cancelled due to the end user's official reorganization or downsizing, or if the decision is outside the end user's control, because the end user has been mobilized and no longer occupies the facility, or for any other reason (i.e., termination for convenience).

4.0 NO ASSIGNMENT OF CLAIMS.

- 4.1 Assignment of claims are prohibited.

TOTALS

| PERIOD | PERIOD TOTAL |
|---------------------|--------------|
| BASE YEAR TOTAL | \$ _____ |
| OPTION YEAR 1 TOTAL | \$ _____ |
| OPTION YEAR 2 TOTAL | \$ _____ |
| OPTION YEAR 3 TOTAL | \$ _____ |
| GRAND TOTAL | \$ _____ |

OPTION FOR INCREASED QUANTITY. Except for Option Year 3, throughout the term of this contract, the Government may increase the quantity of equipment and associated services called for in this Statement of Work by up to 50% per Volume Band. Such increases in quantities and services shall be at the awarded unit price for the applicable Volume Band, and shall be coterminous to the contract. The contracting officer shall exercise this option only by written modification to the contract.

Note: Probable locations of individual copiers, are listed under Copier Locations of Section F, Deliveries or Performance.

E -- Inspection and acceptance

1.0 *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance shall not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government shall exercise its post-acceptance rights –

- 1.1** Within a reasonable time after the defect was discovered or should have been discovered; and
- 1.2** Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

F -- Deliveries or Performance

- 1.0** Based on current usage (as of 1 June 2008), this table forecasts the Government's best estimation of the organizations and locations to which copiers may be required. The precise numbers, type (by Volume Band), and location of copiers to be delivered under this contract shall result from specific written direction to the Contractor by DAPS Pacific Contracting Officers Representative.

PSNS Copier Locations

| Qty | Project ID | Installed Compartment | City | Country |
|-----------|-------------|--------------------------|----------|---------|
| 1 | Pierside | kitting | Yokosuka | Japan |
| 1 | Pierside | bldg 1235 | Yokosuka | Japan |
| 1 | Trailer #12 | Hazmat Trlr | Yokosuka | Japan |
| 1 | Trailer #14 | Space Cont Tr | Yokosuka | Japan |
| 1 | Trailer #9 | NN Test | Yokosuka | Japan |
| 1 | Trailer#1 | Trailer#1 | Yokosuka | Japan |
| 1 | Trailer#10 | Trailer#10 | Yokosuka | Japan |
| 1 | Trailer#3,4 | C/246/2340 | Yokosuka | Japan |
| 1 | Trailer#5,6 | CWCT | Yokosuka | Japan |
| 1 | Trailer#7,8 | SOMS | Yokosuka | Japan |
| 2 | *YR-95 | 03-22-0-Q | Yokosuka | Japan |
| 2 | *YR-95 | 03-8.5-2-Q | Yokosuka | Japan |
| 1 | *YR-95 | 03-17-2-Q | Yokosuka | Japan |
| 1 | *YR-95 | 03-21-1-Q | Yokosuka | Japan |
| 1 | *YR-95 | 03-11-1-Q | Yokosuka | Japan |
| 1 | *YR-95 | 02-30.5-2-A | Yokosuka | Japan |
| 18 | | | | |

* Barges floating
pierside

- 2.0** **NO ASSIGNMENT OF CLAIMS** - Assignment of claims shall be prohibited.

G -- Contract Administration Data

1.0 The Contracting Officer assigned administration of this contract is:

TBD

2.0 The Contracting Officer's Representative assigned to this contract is:

TBD

3.0 Base year Period of Performance under this contract shall be 1 December 2008 – 30 Sep 2009
Base year. First Option Year 1 October 2009 – 30 Sep 2010; Second Option Year 1 October
2010 – 30 Sep 2011; Third Option Year 1 October 2011 – 30 Sep 2012; Fourth Option Year 1
October 2012 – 31 Dec 2012.

4.0 Each Period (Base and Option Years) shall be funded by their respective fiscal years.

5.0 CLINs are informational only; all funding shall be at the SubCLIN level.

6.0 Award of the contract and all option periods is Subject to the Availability of Funds.

7.0 Alterations in Contract –

7.1 Section I, Contract Clauses. Changed 52.212-1 (c)

From - Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

To - (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

7.2 The provisions stated within this Solicitation are in addition to those already stated in the Federal Supply Schedule the Offeror cites for qualification to participate in this source selection.

7.2.1 In any instance where a conflict exists between this acquisition and the basic FSS, the Offeror is to assume this acquisition's terms and conditions are subordinate to those in the FSS.

PART II

I - Contract Clauses

52.202-1 -- Definitions.

Definitions (July 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

The solicitation, or amended solicitation, provides a different definition;

The contracting parties agree to a different definition;

The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of Clause)

52.203-3 -- Gratuities.

Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative --

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled --

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

52.212-4 -- Contract Terms and Conditions -- Commercial Items.

Contract Terms and Conditions -- Commercial Items (Feb 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance shall not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government shall exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice shall include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking

information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices shall be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government shall make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor shall not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract shall be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor shall be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

**Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (May 2008)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

√ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

√ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

√ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

√ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (29) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.S., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

√ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

____ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

____ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(End of Clause)

52.217-6 -- Option for Increased Quantity.

Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within *any of the Base or Option Years except Option Year Three*. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the final Option Year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 9-months beyond the end of the final Option Period.

(End of Clause)

52.225-5 -- Trade Agreements.

Trade Agreements (Nov2007)

(a) *Definitions.* As used in this clause --

“Caribbean Basin country end product”

(1) Means an article that—

(i)

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (*i.e.*, Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX Goods Eligible for Special Tariff Benefits under the United States—Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) *Delivery of end products.* The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or

designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of clause)

52.225-6 -- Trade Agreements Certificate.

Trade Agreements Certificate (Jan 2005)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

| Line Item No. | Country of Origin: |
|---------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(c) The Government shall evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government shall evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government shall consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

52.225-13 -- Restrictions on Certain Foreign Purchases.

Restriction on Certain Foreign Purchases (Feb 2006)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of

Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-14 -- Inconsistency Between English Version and Translation of Contract.

Inconsistency Between English Version and Translation of Contract (Feb 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of Clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

As prescribed in 212.301(f)(iii), use the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

✓ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) ____ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DOD appropriations acts).

(9) ____ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2006) of 252.225-7036.

(13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DOD appropriations acts).

(15) ✓ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ✓ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(18) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

52.232-18 Availability of Funds.

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.225-7020 Trade Agreements Certificate.

TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Shall evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Shall consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(End of provision)

252.225-7041 Correspondence in English.

CORRESPONDENCE IN ENGLISH (JUN 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 Authorization to Perform.

AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) *Definition.* "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall—

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DOD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is—

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DOD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.7403-1).

(End of clause)

Part IV

K – Representations, Certifications, and Other Statements Of Bidders

52.204-8 -- Annual Representations and Certifications.

Annual Representations and Certifications (Jan 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 561439.

(2) The small business size standard is \$6.5-million..

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number,*

title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items.

Offeror Representations and Certifications -- Commercial Items (May 2008)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions.* As used in this provision--

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern

--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to

the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

| <u>Number of Employees</u> | <u>Average Annual Gross Revenues</u> |
|-----------------------------------|---|
| 50 or fewer | \$1 million or less |
| 51-100 | \$1,000,001-\$2 million |
| 101-250 | \$2,000,001-\$3.5 million |
| 251-500 | \$3,500,001-\$5 million |
| 501-750 | \$5,000,001-\$10 million |
| 751-1,000 | \$10,000,001-\$17 million |
| Over 1,000 | Over \$17 million |

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

- (i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than
Bahrainian or Moroccan End Products) or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) * Have, * have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| | |
|---------------------|-----------------------------|
| Listed End Product: | Listed Countries of Origin: |
| | |
| | |
| | |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) *Definitions.* As used in this provision—

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 Disclosure of Ownership or Control by a Foreign Government.

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(JUN 2005)

(a) *Definitions.* As used in this provision—

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or

controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign
Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

SECTION L
Instructions, Conditions, And Notices To Bidders

1.0 FLAT RATE PRICES.

- 1.1 The Government requires Firm-Fixed Price quotes that provide Flat Rate Prices for all supplies and services sought. The term "Flat Rate Pricing" means one monthly lease price for each Volume Band or Item throughout all months of the contract. An example of "Flat Rate Pricing" is a quote of \$100.00 per month for each Volume Band 1A piece of equipment for all months of the contract. This \$100 price per month does not change throughout the contract period. Additionally, if the Government exercises its option to increase quantity, the price per additional piece of Volume Band 1A equipment will be \$100 per month throughout the contract period.

2.0 OPERATIONAL LEASE.

- 2.1 DAPS intends to enter into an operational lease—not a capital lease. (The capital lease criterion is set forth in the DoD's Federal Management Regulation.) Among other things, this means ownership of equipment will **not** transfer to the government at any time, including at the end of the lease. Quoters must provide lease pricing for leases where, throughout the entire lease, ownership of the equipment remains with the quoter. Quoters must not provide prices for lease-to-own type leases.

3.0 PREMATURE DISCONTINUANCE PROVISIONS.

- 3.1 GSA Schedule 36 provides that premature termination charges are waived for equipment that is removed because the end user (as set forth on the implementation schedule) is abolished or disestablished or because sufficient funds have not been appropriated to continue the contracts. For the purposes of this RFQ, DAPS also seeks to avoid premature termination charges when the equipment is removed or cancelled due to the end user's official reorganization or downsizing, or if the decision is outside the end user's control, because the end user has been mobilized and no longer occupies the facility, or for any other reason (i.e., termination for convenience).
- 4.0 Each offer shall consist of three (3) separate documents specifically named: "Part 1, Technical Factors," "Part 2, Past Performance," and "Part 3, Prices." The contents of each part are set forth below. *No price information will be included in Parts 1 and/or 2.* Quotes will be evaluated as set forth in Section M, *Evaluation Criteria and Basis for Award.*

Part 1, Technical Requirements:

In Part 1 the offeror must demonstrate compliance with ALL the Technical Requirements set forth in Section C of the Performance Based Statement of Work and Specifications. *No price information shall be included in Part 1.*

Part 2, Past Performance:

In Part 2 the offeror must submit no less than two (2) and no more than three (3) customer references for work performed that is relevant and similar in scope to this requirement. Include reference names, telephone number, email addresses and a brief description of the work performed. *No price information will be included in Part 2.*

Part 3, Price:

In Part 3 the offeror must submit a single monthly price for each Volume Band listed in Section 1 of the Performance Based Statement of Work and Specifications. In addition, the offeror must provide an extended price for each Volume Band with quantities listed in Section 1 of the Performance Based Statement of Work and Specifications (e.g., \$ monthly price X quantity listed X 48 months). The offeror must then add all the extended prices for a grand total quote.

Price quotes must reflect Firm Fixed Pricing. Offerors are highly encouraged to discount GSA/FSS prices in order to present the low price, technically acceptable quote.

- 5.0 Section III, paragraph 2 of the Performance Based Statement of Work and Specifications advises offerors that DAPS does not intend to enter into a capital lease. To assist DAPS in conducting its analysis necessary to ensure it is not entering into a capital lease, the offeror must provide (2) the Manufacturers' suggested retail prices a) either the Lease Rate Factors or the monthly prices actually being charged to DAPS for just leasing the equipment (i.e., not for services such as maintenance consumables, etc.) for each piece of equipment that it provides lease pricing for as part of this RFQ.
- 6.0 Section III, paragraph 2 of the Performance Based Statement of Work and Specifications advises offerors that DAPS seeks to avoid termination charges. Offerors are to provide their Premature Discontinuation Provisions. The pricing structure for price evaluation spelled-out in Section M, *Evaluation Criteria and Basis for Award*, provides incentive to have no or limited Premature Discontinuance charges. The offeror must provide premature discontinuance provisions in terms of monthly lease payments.
- 7.0 All offers shall be submitted in writing via e-mail to the Contracting Officer listed below no later than 03 December 2008 @ 6:00 pm Eastern Standard Time. Any offers received after the closing date and time will be late and will not be accepted. The Contracting Officer reserves the right to make award without discussions. Question should be addressed, in writing, to this email address.

Mailing Address:

DAPS Pacific
 Attn: Contracting Officer
 1025 Quincy Ave Suite 200
 Pearl Harbor, HI 96860-4512
 e-mail: Dolorine.Skellington@dla.mil
 fax: 808 473-2604

8.0 NO ASSIGNMENT OF CLAIMS.

- 8.1 Assignment of claims is prohibited.

SECTION M

Evaluation Factors for Award

Award will be made to the responsible offeror who meets all the Technical Factors, has Acceptable Past Performance, and results in the Lowest Price to the Government.

A. Technical Factors

To be technically acceptable each quote must demonstrate it meets all the Technical Factors (including all subfactors) set forth in Section C of the Performance Based Statement of Work and Specifications. This will be evaluated as "pass" or "fail" basis. In order to receive a "pass" rating the quote must clearly demonstrate the ability to provide and perform all services and technical requirements described in the Statement of Work and Specifications. A quote that is evaluated as "fail" for any requirement will not be eligible for award.

B. Past Performance

A past performance review will be conducted to determine whether the Government has confidence that the offeror can successfully perform the requirements set forth in the Performance Based Statement of Work and Specifications. In conducting its past performance assessment the Government reserves the right to use both data provided by the offeror and data obtained from other Federal Government sources. Past Performance shall be determined on an "acceptable" or "unacceptable" basis.

C. PRICE

To ensure fair price analysis, each offeror's price for price analysis purposes will be determined by taking its grand total quote.